

STANDARD AGREEMENT

STD 213 (rev 9/01)

Division Of Procurement And Contracts (DPAC) A&E Boiler Revision Date 11/13/14

AGREEMENT NUMBER 59A0896

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION (Hereinafter referred to as "Department" or "Caltrans")

CONSULTANT'S NAME

HNTB CORPORATION (Hereinafter referred to as "the Consultant")

2. The term of this Agreement is from **January 1, 2015** or upon Caltrans approval, whichever is later, through **September 30, 2018**.

3. The maximum amount of this Agreement is: \$10,000,000.00
Ten Million Dollars and No Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits/attachments which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work and Deliverables	5 Pages
Exhibit B – Budget Detail and Payment Provisions	8 Pages
Exhibit C – General Terms and Conditions 610 (Electronic File: GTC 610*)	1 Page
Exhibit D – Special Terms and Conditions	27 Pages
Exhibit E – Additional Provisions	10 Pages
Exhibit F – Prevailing Wage Requirements	7 Pages
Attachment 1 – Scope of Work	19 Pages
Attachment 2 – Cost Proposal	38 Pages
Attachment 3 – Sample Task Order Format	5 Pages
Attachment 4 – DBE Participation (form ADM-0227F A&E)	1 Page
Attachment 5 – Disadvantaged Business Enterprises Utilization Report (form ADM-3069)	1 Page

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/standard+language/default.htm>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR (herein referred to as "the Consultant")

CONSULTANT'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

HNTB CORPORATION

BY (Authorized Signature)



DATE SIGNED (Do not type)

12/18/14

PRINTED NAME AND TITLE OF PERSON SIGNING

Michael Palacios, Vice President

ADDRESS

200 East Sandpointe Ave., Suite 200
Santa Ana, CA 92707**STATE OF CALIFORNIA**

AGENCY NAME

Department of Transportation

BY (Authorized Signature)



DATE SIGNED (Do not type)

12/24/14

PRINTED NAME AND TITLE OF PERSON SIGNING

PHILLIP RODRIGUEZ, Office Chief

ADDRESS

Division of Procurements and Contracts, MS 65
1727 30th Street, Sacramento, CA 95816

*California Department of General Services
Use Only*

☒ Exempt per: PCC:10430(d)

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

I. SCOPE OF WORK

The Consultant shall provide professional engineering services to perform structure construction inspection services on all ongoing and proposed Non-Toll and emergency projects.

A. The work to be performed under this Agreement is described in Attachment 1.

B. The services shall be performed in support of the development and construction for projects located within the jurisdiction of Caltrans District 8 and District 9.

C. CONFLICT OF INTEREST SUPPORT WORK

1. For services in which the Consultant cannot perform the work free of conflict of interest as defined in this Agreement, the Consultant agrees that Caltrans may obtain these services from another qualified Consultant, whose contract includes the same scope of work, or in any other manner permitted by law.
2. Caltrans may require the Consultant to perform work as described herein but located outside the geographic limits of this Agreement when the consultant contractor for another Caltrans District cannot perform the work free of conflict of interest. For such work, Caltrans will select a consultant to perform the same work by assignment of a Task Order in the following order of priority:
 - a. The consultant contract covers the same District, but not the same geographic area as this Agreement;
 - b. The consultant contract covers the closest area geographically to the geographic jurisdiction of this Agreement;
 - c. The consultant contract covers the next closest area geographically to the geographic jurisdiction of this Agreement; and so on.

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

3. Should the consultant for priority number 1 not exist or be unable to perform the work free of conflict of interest, then Caltrans shall select the consultant for priority number 2 to perform the work, and so on.
- D. This Agreement will commence on **January 1, 2015** or upon approval by Caltrans, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. The Consultant shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on **September 30, 2018**. The services shall be provided during working hours, Monday through Friday, except holidays, unless otherwise specified in the Task Order or directed by the Caltrans Contract Manager. The parties may amend this Agreement as permitted by law.
- E. All inquiries during the term of this Agreement will be directed to the project representatives identified below:

THE DEPARTMENT	THE CONSULTANT
Caltrans Contract Manager: Kenny Kwong	Consultant Contract Manager: John Woelfel, PE
District/Division: District 59/Division of Engineering Service, MS 9/5-6G	Office/Branch:
Address: 1801 30th Street	Address: 200 East Sandpointe Ave., Suite 200
Sacramento, CA 95816	Santa Ana, CA 92707
Phone: (916) 227-5644	Phone: (714) 460-1600
Fax: (916) 227-0404	Fx: (714) 460-1610
e-mail: Kenny.Kwong@dot.ca.gov	e-mail: jwoelfel@hntb.com

F. Work Guarantee

Caltrans does not guarantee, either expressly or by implication, that any work or services will be required under this Agreement.

G. Licenses and Permits

1. The Consultant shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

2. In the event the Consultant fails to keep in effect at all times all required license(s) and permit(s), Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

II. TASK ORDER

- A. Specific projects will be assigned to the Consultant through issuance of Task Orders. See sample Task Order format, Attachment 3.
- B. After a project to be performed under this Agreement is identified by Caltrans, Caltrans will prepare a draft Task Order. The draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a Caltrans Project Coordinator. The draft Task Order will be delivered to the Consultant for review. The Consultant shall return the draft Task Order within no more than ten (10) calendar days along with a cost estimate including a written estimate of the number of hours per staff person, any anticipated reimbursable expenses, and total dollar amount. The Consultant agrees that each cost estimate shall be the product of a good faith effort exercise of engineering judgment. After agreement has been reached on the negotiable items, the finalized Task Order shall be signed by both Caltrans and the Consultant. If Caltrans and Consultant are unable to reach agreement, Caltrans may terminate this Agreement in accordance with the provisions of Exhibit D, entitled "Termination."
- C. Task Orders may be negotiated for a Firm Fixed Price or for specific rates of compensation, both of which must be based on the labor and other rates set forth in the Consultant's Cost Proposal, Attachment 2.
- D. A Task Order is of no force or effect until returned to Caltrans and signed by an authorized representative of Caltrans. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by Caltrans.
- E. The Consultant shall not commence performance of work or services on a Task Order until it has been approved by Caltrans and notification to proceed has been issued by the Caltrans Contract Manager. No payment

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

will be made for any work performed prior to approval or after the period of performance of the Task Order.

- F. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- G. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.
- H. The total amount payable by Caltrans for an individual Task Order shall not exceed the amount agreed to in the Task Order. Task Orders and/or Task Order Revisions require written approval by the Consultant and Caltrans.
- I. If applicable, when a subsequent agreement for the same or similar scope of work is executed within three (3) months prior to the termination of this Agreement, no additional Task Orders shall be executed under this Agreement upon the effective date of the subsequent agreement.
- J. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

III. CONSULTANT REPORTS AND/OR MEETINGS

- A. The Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the Caltrans Contract Manager to determine if the Consultant is performing to expectations and is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so remedies can be developed. Separate detail shall be provided for each on-going Task Order.
- B. Progress reports shall identify the total number of hours worked by the Consultants' and Subconsultants' personnel by use of the Caltrans Work Breakdown Structure (WBS) level element(s). The WBS is included in the Guide to Project Delivery Workplan Standards, which can be found at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

- C. The Consultant's Contract Manager shall meet with the Caltrans Contract Manager as needed to discuss progress on the Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

I. FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to Caltrans by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Caltrans has the option to terminate the Agreement under the 30-day termination clause pursuant to Exhibit D, section III.
- E. Pursuant to Government Code, Section 927.13(d), no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.

II. COMPENSATION AND PAYMENT

- A. The Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's Cost Proposal (see Attachment 2). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- B. In addition, the Consultant will be reimbursed for direct costs, other than salary costs, that are identified in an executed Task Order.
- C. In compliance with 49 CFR 26.37, revised on February 28, 2011, a Disadvantaged Business Enterprises Utilization Report (form ADM-3069) is required, as specified in this Agreement.
 - 1. The Consultant shall submit a Disadvantaged Business Enterprises Utilization Report (form ADM-3069), Attachment 5, with each invoice. Also refer to Exhibit D, Special Terms and Conditions.
 - 2. Failure to provide the Disadvantaged Business Enterprises Utilization Report (form ADM-3069) with the invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory Disadvantaged Business Enterprises Utilization Report (form ADM-3069) is submitted to the Caltrans Contract Manager.
- D. Transportation and subsistence costs to be reimbursed shall be the actual costs incurred, but not to exceed the rates stipulated in the "Caltrans Travel Guide, Consultant/Contractors Travel Policy." See <http://www.dot.ca.gov/hq/asc/travel/ch12.htm>. When prevailing wages apply to the services described in Attachment 1, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- E. Progress payments:
 - 1. Progress payments will be made monthly in arrears based on services provided at specific hourly rates and allowable direct cost incurred for Task Orders negotiated with specific rates of compensation. Progress payments for Firm Fixed Price Task Orders will be based on the percentage of work completed.
 - 2. To determine allowable incurred Subconsultant costs that are eligible for reimbursement, in addition to reimbursement for actual costs that are incurred, Caltrans will allow Subconsultant costs that are treated

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

by the Consultant as accrued due to such costs having been billed to the Consultant and recognized by the Consultant and Caltrans as valid, undisputed, due and payable.

3. By submitting accrued but unpaid Subconsultant costs for reimbursement, the Consultant agrees that within ten (10) days of receipt of reimbursement, the full amount submitted as a reimbursable accrued Subconsultant cost shall be paid to the Subconsultant.
- F. The Consultant shall not commence performance nor will payment be made for any work performed prior to approval of this Agreement by State and written notification to proceed has been issued by the Caltrans Contract Manager, nor will any payment be made for work performed after the expiration date of this Agreement.
- G. The Consultant will be reimbursed in arrears for services satisfactorily rendered and approved by the Caltrans Contract Manager, as promptly as fiscal procedures will permit upon receipt by the Caltrans Contract Manager of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order.
- H. Invoices shall be submitted showing the Caltrans Work Breakdown Structure (WBS) level element for each billable hour increment and/or detail of work performed on each milestone, on each project as applicable. Task Orders and invoicing shall include, but are not limited to, the Work Breakdown Structure (WBS) elements listed for defined/related services and products. The WBS is included in the Guide to Project Delivery Workplan Standards, which can be found at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>. Incomplete invoices shall be returned unpaid to the Consultant for correction. Caltrans shall not pay disputed portions of invoices.
- I. The sample invoice format can be found at <http://caltrans-opac.ca.gov/aeinfo.htm>. Invoices shall reference this Agreement number, project title, and Task Order number. Invoices shall be submitted no later than 45 calendar days after completion of each billing period. Any credit, as provided under this Agreement, due Caltrans must be reimbursed by the Consultant prior to the expiration or termination of this Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

Invoices shall be mailed to the Caltrans Contract Manager or Consultant Service Unit at the following address:

DEPARTMENT OF TRANSPORTATION
District 59/Division of Engineering Service, MS 9/5-6G
Attn: Kenny Kwong, Contract Manager
1801 30th Street
Sacramento, CA 95816

- J. Task Orders will be encumbered with various types of funding. 49 CFR 18.23 requires that federal funds must be expended within 90 days of the expiration of the funding period. In addition, the encumbrances for state and local funds can be lost if not expended within specified time frames. Accordingly, the invoices for approved monthly services must be submitted by the Consultant and received by the Caltrans Contract Manager within 45 calendar days of the completion of the approved monthly services specified in each Task Order so that encumbered funds can be expended. If Caltrans does not receive invoices from the Consultant by the required deadline, and this results in a loss of funding, Caltrans will reduce the payment on the invoices in the amount of the loss.
- K. The final Task Order invoice shall state the final cost and all credits due Caltrans. The final invoice should be submitted within 60 calendar days after Caltrans Contract Manager notifies the Consultant Contract Manager of completion of the services. Should Caltrans dispute any of the costs billed in the final Task Order invoice, Caltrans shall pay the undisputed portions of the invoice as provided in this Section II. Caltrans will not pay for charges that are in dispute until final resolution of the cost-related disputes.
- L. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
- M. The total amount payable by Caltrans, for all Task Orders resulting from this Agreement, shall not exceed \$10,000,000.00. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by Caltrans may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

authorized under this Agreement through Task Orders. In no event shall Task Orders be issued that will exceed this maximum.

- N. Any written report prepared as a requirement of this Agreement shall contain, in a separate section of such written report, the number and dollar amounts of all agreements and subagreements relating to the preparation of those reports if the combined costs for work by nonemployees of the State exceed \$5,000.00.
- O. Prime Consultant's Indirect Cost Rates (ICR) indicated in Attachment 2, Cost Proposal, are based on 48 CFR, Part 31.
- P. Attachment 2, Cost Proposal, is subject to a Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit Workpaper Review and/or audit. Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. Attachment 2 shall be adjusted by the Consultant and approved by the Caltrans Contract Manager to conform to the Workpaper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Workpaper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement, per Exhibit D, section III.
 - 1. During a Caltrans' review of the indirect cost rate (ICR) audit workpapers created by a Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Caltrans will reimburse the Consultant at a provisional ICR until a FAR compliant ICR [e.g. 48 CFR, Part 31; GAGAS (Generally Accepted Audited Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the AASHTO Audit Guide; and other applicable procedures and guidelines] is received and approved by Caltrans. Provisional rates will be as follows:

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate reimbursed will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate reimbursed will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant approval letter per paragraph S.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
3. If the Consultant fails to comply with the provisions of this Section S, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph S.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
4. The Consultant may submit to Caltrans a final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Caltrans; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Caltrans no later than 60 days after occurrence of the last of these three items.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

The provisional ICR will apply to this contract and all other contracts executed between Caltrans and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

- Q. Caltrans, at its sole discretion, may review and/or audit and approve either the Independent CPA's ICR documentation for the Consultant, or the Consultant's and/or Subconsultants' in-house developed ICRs at any time before the execution of this Agreement, while this Agreement is in effect, or after expiration of this Agreement up to the time limit set forth in Exhibit D, section XII, Retention of Records/Audits.
- R. Limitations: Use of the rate(s) contained in this Agreement is subject to any statutory or administrative limitations and is applicable to a given contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions:
1. That no costs other than those incurred by the Consultant or allocated to the Consultant were included in its indirect cost pool as finally accepted and that such costs are legal obligations of the Consultant and allowable under the governing cost principles.
 2. That the same costs that have been treated as indirect costs have not been claimed as direct costs.
 3. That similar types of costs have been accorded consistent accounting treatment to all clients (state, federal, local government, commercial/private) under similar circumstances, and
 4. That the information provided by the Consultant which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate.

The elements of indirect cost and the type of distribution base(s) used in computing provisional rates are subject to revision when final rates are established. Also, the rates cited in this Agreement are subject to audit.

- S. At the discretion of Caltrans, the indirect cost rate(s) and related Independent CPA workpapers may be reviewed by Caltrans Division of Audits & Investigations (A&I) to verify the accuracy and the CPA's

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

compliance with 48 CFR, Part 31 and related laws and regulations, compliance with Government Auditing Standards, and to determine if the audit report format is acceptable.

- T. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

III. COST PRINCIPLES

- C. The Consultant agrees that Title 48 Code of Federal Regulations (CFR), Part 31, Contract Cost Principles and Procedures (48 CFR 31 et seq.), shall be used to determine the allowability of individual terms of cost.
- D. The Consultant also agrees to comply with Federal procedures in accordance with Title 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR 18).
- E. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR 31 or 49 CFR 18 are subject to repayment by the Consultant to Caltrans.
- F. When a Consultant or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2, Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.
- G. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all the provisions of this clause.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

NOTE: In this Exhibit C – GTC 610, the General Terms and Conditions are included in this Agreement by reference and made part of this Agreement as if attached hereto. See <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

The following language is to be included in lieu of the Standard Indemnification Clauses used in DGS GTC – 610 General Terms and Conditions.

Indemnification

The Consultant agrees to indemnify, defend, and hold harmless Caltrans, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent or intentional acts, errors, or omissions of the Consultant. The Consultant will reimburse Caltrans for any expenditure, including reasonable attorney fees, incurred by Caltrans in defending against claims ultimately determined to be due to negligent or intentional acts, errors, or omissions of the Consultant.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

I. AMENDMENT (CHANGE IN TERMS)

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in Agreement is binding on any of the parties.
- B. The Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the Caltrans Contract Manager.
- C. There shall be no change in the Consultant's Contract Manager or members of the project team, as listed in the cost proposal, which is a part of this Agreement, without prior written approval by the Caltrans Contract Manager. If the Consultant obtains approval from the Caltrans Contract Manager to add or substitute personnel, the Consultant must provide the Personnel Request Form, a copy of the SF330 or resume for the additional or substituted personnel, along with a copy of the certified payroll for that person.

II. DISPUTES

- A. The Consultant shall continue with the responsibilities under this Agreement during any work dispute. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of the Caltrans Contract Manager and the Caltrans Contract Officer who may consider written or verbal information submitted by the Consultant.
- B. Any dispute not resolved by the committee consisting of the Caltrans Contract Manager and Caltrans Contract Officer may be reviewed by the Consultant Claims Review Committee (CCRC). The CCRC will consist of the Division Chief of Project Delivery (Chairperson), Deputy Director of Administration and the Chief Counsel of Legal Services or their designees. Additional members or their designees may serve on the committee.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- C. No later than 30 calendar days after Caltrans Contract Manager notifies the Consultant Contract Manager that all work under the Agreement has been completed, the Consultant may request review by the CCRC of claims or disputes that are not resolved by the Caltrans Contract Manager and Caltrans Contract Officer under subsection II.A. above. The request for review will be submitted in writing through the Caltrans Contract Officer to the Chairperson, CCRC. A meeting by the CCRC will be scheduled after the Chairperson concurs. After the meeting, the CCRC will make recommendations to the Deputy Director of the functional program area, who will make the final decision for Caltrans.
- D. Neither the pendency of a dispute nor its consideration by the committee will excuse the Consultant from full and timely performance in accordance with the terms of this Agreement.

III. TERMINATION

This section regarding termination is in addition to GTC 610.

- A. Caltrans reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Consultant, any Subconsultant, and by extension, the Consultant's Independent CPA, or upon 30 calendar days written notice to the Consultant if terminated for the convenience of Caltrans.
- B. Caltrans may terminate this Agreement and be relieved of any payments except as provided for under early termination should the Consultant fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, Caltrans may proceed with the work in any manner deemed proper by Caltrans. All costs to Caltrans shall be deducted from any sum due the Consultant under this Agreement and the balance, if any, shall be paid to the Consultant upon demand.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

IV. EARLY TERMINATION OF THIS AGREEMENT OR TASK ORDER(S),
OR SUSPENSION OF THIS AGREEMENT

General Conditions

- A. In the event this Agreement is terminated, suspended, or a Task Order is terminated for the convenience of Caltrans, the Consultant shall be paid for the percentage of the work completed, relative to the total work effort called for under this Agreement, and for termination costs. No billable costs will be considered payable under the Agreement during suspension.
- B. Within 30 calendar days of the date the Consultant is notified of the early termination of Task Order(s) issued against this Agreement for the convenience of Caltrans, the Consultant shall prepare and submit to the Caltrans Contract Manager, for approval, two (2) separate supplemental cost proposals:
 - 1. A final revised cost proposal for all project-related costs for the revised termination date, and
 - 2. A cost proposal specifically addressing the termination settlement costs only.

V. CONSULTANT'S DELIVERABLES UNDER EARLY TERMINATION

The Consultant shall provide all project-related documents and correspondence required as part of the Scope of Work/Deliverables or included in Task Orders. Project-related documents shall be described, listed, and identified as part of the final revised cost proposal. Project-related documents shall include all documents that are in complete and final form and which have been accepted as complete by Caltrans, or documents in draft and/or incomplete form for those deliverables, which are in progress by the Consultant and have not been accepted as complete. All documents must be received and accepted before the settlement cost invoice is paid.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

VI. INVOICE SUBMITTAL UNDER EARLY TERMINATION

Separate final invoices for project-related costs and termination settlement costs shall be submitted no later than 30 calendar days after the date the Consultant is notified of acceptance of the final cost proposals by the Caltrans Contract Manager. Invoices shall be submitted in accordance with EXHIBIT B. The invoice for termination settlement costs shall include the following, to the extent they are applicable: lease termination costs for equipment and facilities approved under the terms of this Agreement; equipment salvage costs for equipment valued over \$500.00; rental costs for unexpired leases, less the residual value of the lease; cost of alterations and reasonable restorations required by the lease; settlement expenses, e.g., accounting, legal, clerical, storage, transportation, protection and disposition of property acquired or produced under this Agreement, indirect costs, such as payroll taxes, fringe benefits, occupancy costs, and immediate supervision costs related to wages and salaries, incurred as settlement costs.

VII. TERMINATION ISSUES FOR SUBCONSULTANTS, SUPPLIERS, AND SERVICE PROVIDERS

The Consultant shall notify any Subconsultant and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any Subconsultant and service or supply vendor shall result in the Consultant being liable for the termination costs incurred by any Subconsultant and service or supply vendor for work performed under this Agreement, except those specifically agreed to in the termination notice to the Consultant.

VIII. COST PRINCIPLES UNDER EARLY TERMINATION

Termination settlement expenses will be reimbursed in accordance with 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31. Subpart 31.205-42 (c) dealing with initial costs is not applicable to Architectural and Engineering Agreement terminations.

IX. DISPUTES UNDER EARLY TERMINATION CONDITIONS

Disputes under early termination conditions shall be resolved in accordance with this Exhibit.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

X. CONSULTANT CLAIMS AGAINST THIS AGREEMENT OR TASK ORDER(S) UNDER EARLY TERMINATION

The Consultant agrees to release Caltrans from any and all further claims for services performed arising out of this Agreement or its early termination, upon acceptance by the Consultant of payment in the total amount agreed upon as full and final payment of its costs from performance and early termination of this Agreement or Task Order(s).

XI. NON-DISCRIMINATION

This section regarding non-discrimination is in addition to GTC 610.

- A. During the performance of this Agreement, the Consultant and its Subconsultants shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave. Consultants and Subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Consultant and Subconsultants shall comply with the provision of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Consultant and its Subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- B. Appendix A, relative to nondiscrimination on federally assisted projects, is attached hereto and made a part of this Agreement. (See the last three pages of this Exhibit D.)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- C. The Consultant shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 is applicable to this Agreement by reference.
- D. The Consultant shall include the nondiscrimination and compliance provisions of this clause in all subagreements to perform work under this Agreement.

XII. RETENTION OF RECORD/AUDITS

- A. For the purpose of determining compliance with Government Code Section 8546.7, the Consultant, Subconsultants, and Caltrans shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the Consultant's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. Caltrans, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant, Subconsultants, and the Consultant's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.
- B. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all the provisions of this clause.

XIII. SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any Subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

to the State for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its Subconsultants is an independent obligation from the State's obligation to make payments to the Consultant.

- B. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the Caltrans Contract Manager, except that which is expressly identified in the Consultant's Cost Proposal.
- C. Any subagreement in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to Subconsultants unless otherwise noted.
- D. Contractor shall pay its Subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the State.
- E. Any substitution of Subconsultants must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute Subconsultant.

XIV. EQUIPMENT PURCHASE

- A. Prior authorization in writing by the Caltrans Contract Manager shall be required before the Consultant enters into any non-budgeted purchase order or subagreement exceeding \$500.00 for supplies, equipment, or Consultant services. The Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in the Consultant's Cost Proposal and exceeding \$500.00, with prior authorization by the Contract Manager, three (3) competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- C. The Consultant shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one (1) year or more and an approximate unit price of \$5,000.00 or more. In addition, theft-sensitive items of equipment costing less than \$5,000.00 shall be inventoried. A copy of the inventory record must be submitted to Caltrans on request by Caltrans.
- D. Any equipment purchased by the Consultant will be returned to Caltrans at the end of this Agreement or, if not returned to Caltrans, it will be disposed of as agreed to by both parties. Both Caltrans and Consultant agree to comply with State Administrative Manual, Section 3520, Disposal of Surplus Personal Property, if Caltrans determines that Caltrans will not retain the equipment.
- E. 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the project.
- F. Any subagreement entered into as a result of this Agreement shall contain all the provisions of this clause.

XV. INSPECTION OF WORK

The Consultant and any Subconsultants shall permit Caltrans and the FHWA to review and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

XVI. SAFETY

- A. The Consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the District

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

Safety Officer and other State representatives. The Consultant's personnel shall wear white hard hats and orange safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, Caltrans has determined that within such areas as are within the limits of the project and are open to public traffic, the Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. The Consultant or Subconsultant(s) must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s) as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practice, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.
- D. Any subagreement, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XVII. INSURANCE

- A. The Consultant shall furnish to Caltrans Certificates of Insurance for the minimum coverage set forth below. The Consultant shall be fully responsible for all policy deductibles and any self-insured retention. All insurance shall be with an insurance company with an A.M. Best's Financial Strength Rating of A- or better with a Financial Size Category of VI or better.
- B. Required Coverages and Limits:
 - 1. Workers Compensation (statutory) and Employers Liability Insurance:
 - \$1,000,000 for bodily injury for each accident
 - \$1,000,000 policy limit for bodily injury by disease
 - \$1,000,000 for each employee for bodily injury by disease

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

If there is an exposure of injury to the Consultant's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

If work is performed on State owned or controlled property the policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided in addition to the certificate of insurance.

2. Commercial General Liability Insurance with limits no less than:

\$1,000,000 per occurrence

\$2,000,000 products completed operations aggregate

\$2,000,000 general aggregate

The policy's general aggregate shall apply separately to the Consultant's work under this Agreement by evidencing a per project aggregate endorsement separately attached to the certificate of insurance.

The policy shall include coverage for liabilities arising out of premises, operations, independent consultants, products, completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Consultant's limit of liability. The policy must include:

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

Caltrans, State of California, its officers, agents, employees and servants are included as additional insureds, but only with respect to work performed under this Agreement.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

3. Automobile liability, including owned, non-owned and hired autos, with limits not less than \$1,000,000 combined single limit per accident. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.
4. A \$1,000,000 umbrella or excess liability shall include premises/operations liability, products/completed operations liability, and auto liability coverage. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
5. Professional Liability insurance with limits no less than:

\$1,000,000 per claim

\$2,000,000 in the aggregate

The policy's retroactive date must be shown on the certificate and must be before this contract is executed or before the beginning of contract work.

Additionally, the consultant shall maintain, or make a good faith effort to maintain, the Professional Liability insurance for a period of three (3) years after its performance under this Agreement.

- C. The insurance above shall be maintained in effect at all times during the term of this Agreement. If the insurance expires during the term of the Agreement, a new certificate must be submitted to the Caltrans Contract Manager not less than ten (10) days prior to the expiration of insurance. Failure to maintain the required coverage shall be sufficient grounds for Caltrans to terminate this Agreement for cause, in addition to any other

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

remedies Caltrans may have available. Inadequate or lack of insurance does not negate the Consultant's obligations under the Agreement.

- D. The Consultant shall provide to the Caltrans Contract Manager within five (5) business days following receipt by Consultant a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Consultant fails to keep in effect at all times the specified insurance coverage, Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
- E. Any required endorsements requested by Caltrans must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- F. Any required insurance contained in this Agreement shall be primary and not in excess of or contributory to any other insurance carried by Caltrans.
- G. Caltrans will not be responsible for any premiums or assessments on the policy.
- H. For Agreements with hazardous activities, new certificates of insurance are subject to the approval of DGS, and the Consultant agrees that no work or services shall be performed prior to such approval.
- I. The Consultant shall require all Subconsultants to carry insurance based on the cost of the subcontract and the potential risk to Caltrans of the subcontracted work. Notwithstanding any coverage requirements for Subconsultants, the Consultant shall be responsible for ensuring sufficient insurance coverage for all work performed under the Agreement, including the work of Subconsultants.

XVIII. DAMAGES DUE TO ERRORS AND OMISSIONS

- C. Architect-Engineer Consultants shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. A firm may be liable for Caltrans costs resulting from errors or deficiencies in designs furnished under its Agreement.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- D. When a modification to a construction contract is required because of an error or deficiency in the services provided under this A&E Agreement, the Caltrans Contract Officer (with the advice of technical personnel and legal counsel) shall consider the extent to which the A&E Consultant may be reasonably liable.
- E. The Caltrans Contract Officer shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in Caltrans' interest. The Caltrans Contract Officer shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover the costs from the firm.

XIX. OWNERSHIP OF PROPRIETARY PROPERTY

For the purposes of this section (Ownership of Proprietary Property) the following definitions shall apply:

Work: As delineated in Attachment 1 (Scope of Work) of the Agreement.

Work Product: As defined as Deliverable in Attachment 1 (Scope of Work) of the Agreement, including but not limited to, all Work and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the Work commissioned or performed under this Agreement.

Inventions: Any idea, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Consultant or jointly with the Consultant's Subcontractor and/or the Consultant's Subcontractor's employee's with one or more employees of the Department of Transportation (hereinafter referred to as "Caltrans"), during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

A. Ownership of Work Product and Rights

1. Ownership of Work Product

All Work Product derived by the Work performed by the Consultant, its employees or by any of the Consultant's Subcontractor's employees under this Agreement, shall be owned by Caltrans and shall be considered works made for hire by the Consultant's Subcontractor for Caltrans. Caltrans shall own all United States and international copyrights in the Work Product.

As such, all Work Product shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation." For example, a Work Product created in the year 2003 would contain the copyright designation © 2003 California Department of Transportation.

2. Vesting of Copyright Rights

Consultant, its employees or any of Consultant's Subcontractor's employees agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to Caltrans, its successors and assigns, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Consultant's Subcontractor from Caltrans. From time to time upon Caltrans' request, the Consultant's Subcontractor and/or its employees shall confirm such assignments by execution and delivery of such assignments, confirmations or assignment, or other written instruments as Caltrans may request. Caltrans, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. Consultant hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

B. Inventions

1. Vesting of Patent Rights

The Consultant, its employees and any Consultant's Subcontractor hereby agrees to assign to Caltrans, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority there under, and the same shall become and remain Caltrans' property regardless of whether such protection is sought. The Consultant, its employees and Consultant's Subcontractor shall promptly make a complete written disclosure to Caltrans of each Invention not otherwise clearly disclosed to Caltrans in the pertinent Work Product, specifically pointing out features or concepts that the Consultant, its employees and Consultant's Subcontractor believes to be new or different. The Consultant, its employees and Consultant's Subcontractor shall, upon Caltrans' request and at Caltrans' expense, cause patent applications to be filed thereon, through solicitors designated by Caltrans, and shall sign all such applications over to Caltrans, its successors, and assigns. The Consultant, its employees and Consultant's Subcontractor shall give Caltrans and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as Caltrans may consider necessary or appropriate to carry out the intent on this Agreement.

2. Agency

In the event that Caltrans is unable for any reason whatsoever to secure the Consultant's, its employees' and/or Consultant's Subcontractor's signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), Consultant, its employees and Consultant's Subcontractor hereby irrevocably designates and appoints Caltrans and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on Consultant, its employees and Consultant's Subcontractor's behalf and stead, to execute and file such applications and to do all other lawfully

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

permitted acts to further the prosecution and issuance of any copyrights, trademarks or patents thereon with the same legal force and effect as if executed by Consultant, its employees and/or Consultant's Subcontractor. Caltrans shall have no obligations to file any copyright, trademark or patent applications.

3. Avoidance of Infringement

In performing services under this Agreement, Consultant and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Consultant or its employees becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Consultant or its employees shall immediately notify Caltrans in writing.

C. Additional Provisions

Subcontractors

Consultant shall affirmatively bind by contract any of its subcontractors or service vendors (hereinafter "Consultant's Subcontractor") providing services under this Agreement to conform to the provisions of Exhibit D, section XIX. Consultant's Subcontractor shall then provide the signed contract to the Consultant, who shall provide it to the Caltrans Contract Manager prior to the commencement of any work. In performing services under this Agreement, Consultant's Subcontractor agrees to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Consultant's Subcontractor becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Consultant's Subcontractor shall immediately notify the Consultant in writing, Consultant will then immediately notify Caltrans in writing.

XX. OWNERSHIP OF DATA

- A. Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans,

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

specifications, and estimates produced as part of this Agreement will automatically be vested in Caltrans and no further agreement will be necessary to transfer ownership to Caltrans. The Consultant shall furnish Caltrans all necessary copies of data needed to complete the review and approval process.

- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- C. The Consultant is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by Caltrans of the machine readable information and data provided by the Consultant under this Agreement; further, the Consultant is not liable for claims, liabilities or losses arising out of, or connected with, any use by Caltrans of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by the Consultant.
- D. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXI. CLAIMS FILED BY CALTRANS CONSTRUCTION CONTRACTOR

- A. If claims are filed by the Caltrans construction contractor relating to work performed by the Consultant's personnel and additional information or assistance from the Consultant's personnel is required in order to evaluate or defend against such claims, the Consultant agrees to make its personnel available for consultation with Caltrans construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. The Consultant's personnel that Caltrans considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from Caltrans. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the Consultant's personnel services under this Agreement.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- C. Services of the Consultant's personnel in connection with Caltrans' construction contract claims will be performed pursuant to a written supplement, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.
- D. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXII. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to Caltrans' operations, which is designated confidential by Caltrans and made available to the Consultant in order to carry out this Agreement, shall be protected by the Consultant from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or public hearing held by Caltrans relating to this Agreement shall not authorize the Consultant to further disclose such information or disseminate the same on any other occasion.
- C. The Consultant shall not comment publicly to the press or any other media regarding this Agreement or Caltrans' actions on the same, except to Caltrans staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.
- D. The Consultant shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by Caltrans and receipt of Caltrans' written permission.
- E. All information related to the construction estimate is confidential and shall not be disclosed by the Consultant to any entity, other than Caltrans.
- F. Any subagreement, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

XXVI. STANDARD OF CARE

Consultant represents that it possesses all necessary training, licenses, experience, and certifications to perform the Scope of Work, and shall perform all services in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline under similar circumstances, and localities, taking into consideration the contemporary state of the practice and the project conditions.

XXVII. EVALUATION OF CONSULTANT

The Consultant's performance will be evaluated by Caltrans. A copy of the evaluation will be sent to the Consultant for comments. The evaluation, together with the comments, shall be retained by Caltrans.

XXVIII. STATEMENT OF COMPLIANCE

The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

XXIX. DEBARMENT AND SUSPENSION CERTIFICATION

A. The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to Caltrans. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining bidder responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

XXX. CONFLICT OF INTEREST

- A. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with Caltrans or the California Transportation Commission that may have an impact upon the outcome of this Agreement or any ensuing Caltrans construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing Caltrans construction project which will follow.
- B. The Consultant hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- C. The Consultant hereby certifies that neither the Consultant nor any firm affiliated with the Consultant will bid on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- D. Except for Subconsultants whose services are limited to providing surveying or materials testing information, no Subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement
- E. All consultant personnel are required to complete security and privacy awareness training each year. See <http://itsecurity.dot.ca.gov/training>.
- F. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXXI. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any state agency employee. For breach or violation of this warranty, Caltrans shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

XXXII. PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING

- A. The Consultant certifies, to the best of his or her knowledge and belief, that:
 - 1. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.
- C. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000.00, and that all such subrecipients shall certify and disclose accordingly.

XXXIII. CONSULTANT CODE OF BUSINESS ETHICS AND CONDUCT (DEC. 2007)

A. Definition

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

B. Code of Business Ethics and Conduct

1. Within 30 calendar days after contract award, the Consultant shall:
 - a. Have a written code of business ethics and conduct; and

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- b. Provide a copy of the code to each employee engaged in performance of the contract.
 - 2. The Consultant shall promote compliance with its code of business ethics and conduct.
- C. Awareness Program and Internal Control System for Other Than Small Businesses

This paragraph C does not apply if the Consultant has represented itself as a small business concern pursuant to the award of this contract. The Consultant shall establish within 90 days after contract award:

- 1. An ongoing business ethics and business conduct awareness program; and
- 2. An internal control system.
 - a. The Consultant's internal control system shall:
 - (1) Facilitate timely discovery of improper conduct in connection with Government contracts; and
 - (2) Ensure corrective measures are promptly instituted and carried out.
 - b. For example, the Consultant's internal control system should provide for:
 - (1) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Consultant's code of business ethics and conduct and the special requirements of Government contracting.
 - (2) An internal reporting mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
 - (3) Internal and/or external audits, as appropriate; and
 - (4) Disciplinary action for improper conduct.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

D. Subcontracts

The Consultant shall include the substance of this clause, including this paragraph D, in subcontracts, except when the subcontract:

1. Is for the acquisition of a commercial item; or
2. Is performed entirely outside the United States.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

APPENDIX A — FEDERAL FUNDING REQUIREMENTS

I. COMPLIANCE WITH REGULATIONS

The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

II. NON-DISCRIMINATION

The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

III. SOLICITATIONS FOR SUBAGREEMENTS, INCLUDING
PROCUREMENTS OF MATERIALS AND EQUIPMENT

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

IV. INFORMATION AND REPORTS

The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State Department of Transportation or any duly authorized representative of the Federal Government to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Department of Transportation, or any duly authorized Federal Agency as appropriate, and shall set forth what efforts it has made to obtain the information.

V. SANCTIONS FOR NONCOMPLIANCE

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the State Department of Transportation shall impose such Agreement sanctions as it or any Federal funding agency may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Consultant under the Agreement until the Consultant complies, and/or
- B. Cancellation, termination or suspension of the Agreement, in whole or in part.

VI. INCORPORATION OF PROVISIONS

The Consultant shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant will take such action with respect to any Subconsultant procurement as the State Department of Transportation or any Federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State Department of Transportation to enter into such litigation to

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

protect the interest of the State, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

FM 94 1984M

EXHIBIT E
ADDITIONAL PROVISIONS

I. DBE INFORMATION AND CONTRACT GOAL REQUIREMENT FOR
DBE PARTICIPATION

- A. This Agreement is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26), entitled “Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs,” in the award and administration of federally assisted Agreements. The regulations in their entirety are incorporated by reference and made part of this Agreement as if attached hereto.
- B. A DBE is a firm that has been certified as a DBE as specified in 49 CFR 26. Only the participation of certified DBEs will count toward any contract goal.
- C. The contract goal for DBE participation for this Agreement is fifteen percent (**15%**). Participation by DBE prime and Subconsultants shall be in accordance with the information contained in the Disadvantaged Business Enterprise (DBE) Information form (ADM 0227F A&E) attached hereto and incorporated as part of this Agreement.
- D. Non-compliance by Consultant or Subconsultant(s) with the requirements of the regulations is a material breach of this Agreement and may result in termination of the Agreement or other such appropriate remedy for a breach of this Agreement, as Caltrans deems appropriate.
- E. Consultant or Subconsultant shall not discriminate on the basis of race color, national origin or sex in the performance of this Agreement. Each subcontract signed by and between Consultant and Subconsultant(s) in the performance of this Agreement must include this assurance.

II. SUBCONSULTANTS

- A. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the Caltrans Contract Manager.

EXHIBIT E
ADDITIONAL PROVISIONS

- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to Subconsultants.
- C. Any substitution of Subconsultant(s) must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute Subconsultant(s).
- D. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any Subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to the State for the acts and omissions of its Subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its Subconsultant(s) is an independent obligation from the State's obligation to make payments to Consultant. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any Subconsultant.

III. PERFORMANCE OF DBE CONSULTANTS AND OTHER DBE
SUBCONSULTANTS/SUPPLIERS

- A. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible for materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
- B. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In

EXHIBIT E
ADDITIONAL PROVISIONS

determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

- C. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, presume that it is not performing a CUF.
- D. DBE Subconsultants shall perform the work and supply the materials that they have listed in their response to the Agreement award requirements specified on form ADM 0227F A&E, attached, unless Consultant has received prior written authorization to perform the work with other forces or to obtain the materials from other sources as set forth in the section below entitled "DBE Substitution."
- E. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the Caltrans Contract Manager.

IV. EXCLUSION OF RETENTION

- A. In conformance with 49 CFR 26.29 (b) (1), the retention of proceeds required by Public Contract Code (PCC), Section 10261 shall not apply.
- B. In conformance with Public Contract Code (PCC) Section 7200 (b), in subcontracts between Consultant and a Subconsultant and in subcontracts between a Subconsultant and any Subconsultant thereunder, retention proceeds shall not be withheld, and the exceptions provided in PCC Section 7200 (c), shall not apply. At the option of Consultant, Subconsultant(s) may be required to furnish payment and performance bonds issued by an admitted surety insurer.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

EXHIBIT E
ADDITIONAL PROVISIONS

- V. PAYMENT TO DBE AND NON-DBE SUBCONSULTANT(S)
- A. Consultant shall pay its DBE Subconsultant(s) and non-DBE Subconsultant(s) within ten (10) calendar days from receipt of each payment made to Consultant by the State.
 - B. Prior to the fifteenth of each month, Consultant shall submit documentation to the Caltrans Contract Manager showing the amount paid to DBE trucking companies listed in Consultant's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies, which is claimed toward DBE participation. Consultant shall also obtain and submit documentation to the Caltrans Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that amount of credit claimed toward DBE participation conforms to the requirements of section VIII below entitled, "DBE Substitutions."
 - C. Consultant shall also submit to the Caltrans Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number and if applicable, the DBE certification number of the truck owner for all trucks used during that month for which DBE participation will be claimed. This documentation shall be submitted on the Monthly DBE Trucking Verification form provided to Consultant by the Caltrans Contract Manager.
 - D. Consultant shall return all moneys withheld in retention from a Subconsultant within 30 calendar days after receiving payment for work satisfactorily completed, even if other Agreement work is not completed and has not been accepted in conformance with the terms of the Agreement. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Consultant or Subconsultant in the event of a dispute involving late payment or non-payment to Consultant or deficient subcontract performance or noncompliance by a Subconsultant.

EXHIBIT E
ADDITIONAL PROVISIONS

VI. DBE RECORDS

- A. Consultant shall maintain records of all subcontracts entered into with certified DBE Subconsultant(s) and records of materials purchased from certified DBE supplier(s). The records shall show the name and business address of each DBE Subconsultant or vendor and the total dollar amount actually paid each DBE Subconsultant or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE (prime) Consultant shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. The Consultant shall prepare and submit a Disadvantaged Business Enterprises Utilization Report (form ADM-3069), Attachment 5, to the Caltrans Contract Manager with every invoice (refer to Exhibit B, Budget Detail and Payment Provisions).

VII. DBE SUBSTITUTIONS

- A. Consultant may not substitute a listed DBE Subconsultant, supplier or, if applicable, a trucking company, without the prior written approval of the Caltrans Contract Manager. Failure to obtain approval of substitute Subconsultants before work is performed, supplies are delivered, or services are rendered may result in payment being denied by Caltrans.
- B. Consultant must make an adequate good faith effort (GFE) to find another certified DBE Subconsultant to substitute for the original DBE Subconsultant. GFE shall be directed at finding another DBE Subconsultant to perform at least the same amount of work under the Agreement as the DBE Subconsultant that was substituted or terminated to the extent needed to meet the contract goal for DBE participation established for the Agreement.
- C. The requirement that DBEs must be certified by the Statement of Qualification due date does not apply to DBE substitutions after award of the Agreement. DBEs substituted after award must be certified at the time of the substitution.

EXHIBIT E
ADDITIONAL PROVISIONS

- D. Consultants shall submit requests for substitution to the Caltrans Contract Manager. Authorization to use other Subconsultants or suppliers may be requested for the following reasons:
1. Listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written Agreement, when such written Agreement, based upon the terms and conditions for this Agreement or on the terms of such Subconsultant's or supplier's written proposal, is presented by Consultant.
 2. Listed DBE becomes bankrupt or insolvent.
 3. Listed DBE fails or refuses to perform subcontract or furnish listed materials.
 4. Consultant stipulated that a bond was a condition of executing subcontract and listed DBE Subconsultant failed or refuses to meet the bond requirements of Consultant.
 5. Work performed by listed Subconsultant is substantially unsatisfactory and is not in substantial conformance with scope of work to be performed, or Subconsultant is substantially delaying or disrupting the progress of work.
 6. When it would be in the best interest of the State.
- E. At a minimum, Consultant's substitution request to the Caltrans Contract Manager must include a:
1. Written explanation of the substitution reason and, if applicable, Consultant must also include the reason a non-DBE Subconsultant is proposed for use.
 2. Written description of the substitute business enterprise, including its business status, DBE certification number, and status as a sole proprietorship, partnership, corporation, or other entity.
 3. Written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall Agreement that the substitute firm will perform.
- F. Prior to the approval of Consultant's substitution request, the Caltrans Contract Manager must give written notice to the Subconsultant being

EXHIBIT E
ADDITIONAL PROVISIONS

substituted by Consultant. A copy of the notice sent by the Caltrans Contract Manager must be sent to the Division of Procurement and Contracts (DPAC). The notice must do all of the following:

1. Give the reason Consultant is requesting substitution of the listed Subconsultant;
2. Give the listed Subconsultant five working days within which to submit written objections to DPAC and copies to the Caltrans Contract Manager;
3. Notify the Subconsultant that if a written objection is not received or received past the due date, such failure will constitute consent to the substitution; and
4. Be served by certified or registered mail to the last known address of the listed Subconsultant.

The listed Subconsultant, who has been so notified, shall have five working days within which to submit written objections of the substitution to the Caltrans Contract Manager. Failure to submit a written objection shall constitute the listed Subconsultant's consent to the substitution.

- G. If written objections are filed by the listed Subconsultant, DPAC will render a written decision. DPAC shall give written notice of at least five (5) working days to the listed Subconsultant of a hearing by Caltrans on Consultant's request for substitution.

VIII. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

- A. If a DBE Subconsultant is decertified during the life of the Agreement, the decertified Subconsultant shall notify Consultant in writing with the date of decertification. If a Subconsultant becomes a certified DBE during the life of the Agreement, the Subconsultant shall notify Consultant in writing with the date of certification.
- B. Consultant shall report any changes to the Caltrans Contract Manager within 30 days.

EXHIBIT E
ADDITIONAL PROVISIONS

IX. DBE ELIGIBILITY

A. The dollar value of work performed by a DBE is credited/counted toward the goal only after the DBE has been paid.

B. Credit for DBE Prime Consultants

Consultant, if a certified DBE, is eligible to claim all of the work toward the goal except that portion of the work to be performed by non-DBE Subconsultants.

C. Credit for Material or Supplies

Credit for materials or supplies purchased from DBEs will be as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent (100%) of the cost of the materials or supplies will count toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
2. If the materials or supplies are purchased from a DBE regular dealer, sixty percent (60%) of the cost of the materials or supplies will count toward the DBE goal. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this paragraph.

EXHIBIT E
ADDITIONAL PROVISIONS

3. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement by Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph.
4. Credit for materials or supplies purchased from a DBE that is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

D. Credit for DBE trucking companies will be as follows:

1. The DBE must manage and supervise the entire trucking operation for which it is responsible. There cannot be a contrived arrangement for the purpose of meeting the DBE goal.
2. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
3. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total

EXHIBIT E
ADDITIONAL PROVISIONS

value of the transportation services provided by the lessee, since these services are not provided by the DBE.

6. For the purposes of this paragraph, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

X. TERMINATION OF DBE

A. In conformance with 49 CFR 26.53 (f) (1) and 26.53 (f) (2):

1. Consultant shall not terminate for convenience a listed DBE Subconsultant and then perform that work with its own forces (personnel), or those of an affiliate, unless Consultant has received prior written authorization from the Caltrans Contract Manager to perform the work with other forces (other than Consultant's own personnel) or to obtain materials from other sources; and
2. If a DBE Subconsultant is terminated or fails to complete its work for any reason, Consultant will be required to make GFE to replace the original DBE Subconsultant with another DBE Subconsultant to the extent needed to meet the Agreement goal.

B. Noncompliance by Consultant with the requirements of this section is considered a material breach of this Agreement and may result in termination of the Agreement or other such appropriate remedies for a breach of this Agreement as Caltrans deems appropriate.

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

I. STATE PREVAILING WAGE RATES

- A. The Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer. (http://www.dot.ca.gov/hq/construc/LaborCompliance/LCO_District_Map.pdf). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at Caltrans construction sites, at Caltrans facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve Caltrans projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.
- C. Payroll Records
1. Each Consultant and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Section 1776 of the California Labor Code and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty or perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

- b. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the Consultant under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by Caltrans representatives at all reasonable hours at the principal office of the Consultant. The Consultant shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of Caltrans, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to Caltrans, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Consultant.
 - c. The public shall not be given access to certified payroll records by the Consultant. The Consultant is required to forward any requests for certified payrolls to the Caltrans Contract Manager by both facsimile and regular mail on the business day following receipt of the request.
3. Each Consultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Caltrans shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

number. The name and address of the Consultant awarded the Agreement or performing the Agreement shall not be marked or obliterated.

5. The Consultant shall inform Caltrans of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
 6. The Consultant or Subconsultant shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Consultant or Subconsultant fails to comply within the ten-day period, he or she shall, as a penalty to Caltrans, forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- D. When prevailing wage rates apply, the Consultant must submit with each invoice a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Caltrans Contract Manager.
- E. Penalty
1. The Consultant and any Subconsultant under the Consultant shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Consultant and any Subconsultant shall forfeit to the State or political subdivision on whose behalf the Agreement is made or awarded a penalty of not more than two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by any Subconsultant under the Consultant in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive.

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Consultant or Subconsultant had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.
3. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime Consultant of the project is not liable for the penalties described above unless the prime Consultant had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime Consultant fails to comply with all of the following requirements:
 - a. The Agreement executed between the Consultant and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
 - b. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers,

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

- d. Prior to making final payment to the Subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.
5. Pursuant to Section 1775 of the Labor Code, Caltrans shall notify the Consultant on a public works project within 15 days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If Caltrans determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if Caltrans did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by Caltrans.

F. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty to the State of California, twenty-five dollars (\$25.00) for each worker employed in the execution of the Agreement by the Consultant or any Subconsultant under the Consultant for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

not less than one and one-half times the basic rate of pay, as provided in Section 1815.

G. Employment of Apprentices

1. Where either the prime contractor the subcontract exceeds \$30,000, the Consultant and any subcontractors under him or her shall comply with all applicable requirements of Labor Code sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. Contractors and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and subcontractors are advised to contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the contract work. The prime Consultant is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code Section 1777.7.

H. Any subagreement entered into as a result of this Agreement shall contain all of the provisions of this clause.

II. FEDERAL PREVAILING WAGES

A. The work herein proposed will be financed in whole or in part with Federal funds; therefore, all of the statutes, rules, and regulations promulgated by the Federal government are applicable to work financed in whole or in part with Federal funds and will be applicable to work performed at a construction project site.

B. Federal Requirements

1. Federal Requirements for Federal-Aid Construction Projects provisions shall apply to this Agreement and are made a part of the Agreement.

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

2. The current Federal Prevailing Wage Determinations issued under the Davis-Bacon and related Acts shall apply to this Agreement and are made a part of the Agreement.
- C. When prevailing wage rates apply, the Consultant must submit, with each invoice, a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Caltrans Contract Manager.
- D. If there is any conflict between the State prevailing wages and the Federal prevailing wages, the higher rate shall be paid.
- E. Any subagreement entered into as result of this Agreement shall contain all of the provisions of this clause.

SCOPE OF WORK/DELIVERABLES

Construction Inspection Services for District 08 & 09

A. **DESCRIPTION OF SERVICES**

The Consultant shall provide professional engineering services to perform structure construction inspection by assembling a distinct team embodying the necessary qualifications and experience, and shall provide appropriate equipment such as vehicles, personal computers, cell phone, camera, tools, and personal safety devices to perform this work. Team members are to be qualified engineers and technicians experienced in a wide variety of structure construction engineering, field inspection, field material testing, surveying, field engineering, contract administration and other related duties as described below and as directed by the Caltrans Contract Manager.

1. **Facilities Provided By Caltrans:**

Limited office space, equipment and supplies will be made available for use by the Consultant's personnel. This limited office space is typical space provided to the Caltrans construction field personnel. **The Consultant, including prime consultant and all subconsultants, shall disclose and use Field Office Overhead Rate in the cost proposal.**

2. **Potential Projects:**

A List of the potential projects is set forth below*:

Job Description	PIN	Dist-EA	Co-Rte-PM
Deck Misc Maintenance Repairs - Various Loc	0800020582	08-0Q890	Riv-10-1.92/27.69
Rehabilitate White Water River Bridge (56-0004L/R)	0814000051	08-1E570	Riv-10-27.6/27.6
DATE PALM DR OC +1 (REPL)		08-45590	RIV-10-39.6/39.5
Construct New Portola Ave IC + 3 MSE Walls	0800000112	08-0F120	Riv-10-44.8/46.6
Reconstruct Jefferson St. IC (Widen) & 4 MSE Walls	0800000755	08-47520	RIV-10-52.4/52.3
MCNAUGHTON PKWY I/C	0800000721	08-45210	Riv-10-62.9/62.3
Upgrade Sewage and Water Treatment Systems	0800000444	08-0L900	Riv-10-71.8/72.3
Methacrylate Decks and Replace Joint Seals	0814000087	08-1E720	Riv-10-80/156.4

Job Description	PIN	Dist-EA	Co-Rte-PM
Reconstruct IC at Monterey Ave in Palm Desert + Retaining Wall	0800000110	08-0F050	Riv-10-/44
CONSTRUCT GRADE-SEPARATION UNDERPASS FOR UPRR (Sunset Ave)	0800020174	08-33471	Riv-10-/11.33
Seismic Retrofit 3 Bridges on Rte 10 & 111 from Banning to Blythe	0812000071	08-0R350	Riv-10-/
Const an OC @ French Valley Prkway & Winchester Road + 8 Br. + Walls	0800020178	08-43272	Riv-15-5.5/9.6
Interchange Improvements @ Murrieta Hot Springs Road	0800020393	08-0Q530	Riv-15-8.8/9.9
Los Alamos OC Replacement	0800000250	08-0H380	Riv-15-9.5/10.5
Reconstruct IC - Railroad Canyon Rd OC + 3	0800000016	08-0A440	Riv-15-18.3/21
Meth Deck, Rpl JSs, Approach Slabs; Super Repair	0813000074	08-1C900	Riv-15-27.78/40.96
Reconstruct Existing IC With New OC And Realign Cajalco Road.	0800000308	08-0J610	Riv-15-36.6/37.2
Riv I-15 Toll Express Lanes (21 Br & 16 Sign Structures)	0800000283	08-0J080	Riv-15-36.8/51.36
Improvement of Interchange / Tie back Wall	0800000456	08-0M040	Riv-15-38.6/38.7
Construct New IC	0800000074	08-0E140	Riv-15-47.5/46
Reconstruct I-15/SR-74	0800000124	08-0F310	Riv-15-/21.6
Limonite Ave Interchange Improvements	0800020201	08-0E150	Riv-15-/47.8
17/79 Sep (SBD Off Ramp)	0800000668	08-43230	Riv-15-/3.4
I-15/ Indian Truck UC (Widen) + RW	0800000086	08-0E450	Riv-15-/30.4
Methacrylate Bridge Decks & Replace Joint Seals on 10 Structures	0812000311	08-1C420	Riv-15-/
Transition Structure		08-0K350	Riv-15-/37.2
Reconfigure two EB ramps; remove and replace overhead sign structure	0800000593	08-32301	Riv-60-18.8/19.8
Interchange Modification, Retaining Wall and Sign Structure	0812000059	08-32303	Riv-60-18.9/19.8
SR-60 Truck Lane (Design 6+1 RWs & Consult 2 OH Sign Structures)	0812000307	08-0N69U	Riv-60-22.1/26.5
Construct Truck Climbing and Descending Lanes	0800000537	08-0N690	Riv-60-22.2/26.5

Job Description	PIN	Dist-EA	Co-Rte-PM
Construct 4 RW, Headwall Removal, and CIDH Sign Foundation	0800020445	08-34142	Riv-60-28/30
Construct Overcrossing (Phase 1)	0800020444	08-34141	Riv-60-29/30.2
REPLACE NASON STREET OC	0800000594	08-32302	Riv-60-/18.36
Mission Channel Br + 7 (Deck Rehab)	0800020104	08-49180	Riv-62-6.7/0
Retaining Walls, Concrete Barrier (Type 736A)	0813000047	08-1C850	Riv-74-0/5.78
Elsinore MS (5732)	0812000324	08-1C510	Riv-74-17.8/17.8
HURKEY CREEK (REPL)	0800000638	08-38350	RIV-74-63/62.9
Widen from 2 lanes to 4 lanes, includes a retaining wall	0800001042	08-46462	Riv-79-8.4/12.24
SR 79 Realignment	0800000784	08-49400	Riv-79-15.78/33.8
Rpl Superstructure - Kings Stormwater Channel Rt Br (56-0778R)	0813000198	08-1E260	Riv-86-4.24/5.24
Reconstruct Dillon Rd IC, Coachella	0800000384	08-0K960	Riv-86-22.9/21
Construct Interchange	0800000092	08-0E620	Riv-86-/10.6
Rte 91 Widening (5-New, 13-Widen, 1-Replace, Soil Nail) (Design Build)	0800000136	08-0F540	Riv-91-0/13.04
Construct B Canyon Culvert (Structural Arch 37'x12')	0812000007	08-0R010	Riv-91-0.34/0.34
CONSTRUCT EMBANKMENT, MAINTENANCE ROAD & EXTEND CULVERT	0800020430	08-0Q640	Riv-91-1.1/1.7
Corona MS - Reconstruct Existing Washrack System	0812000224	08-0R970	Riv-91-6.1/
Pressure Wash, Spot Blast, Clean and Full Paint Bridge	0813000046	08-1C840	Riv-91-17.43/20.53
Arlington Ave UC + 10 (Widen) + SW,RW (655B) (CMIA).	0800000712	08-44840	RIV-91-21.7/17.4
Add 2 HOV lanes; Widen/Replace Bridges+RW in various locations	0812000211	08-0M94U	Riv-91-/
Construct One Mixed Flow Lane	0800000137	08-0F541	Riv-91-/10.8
Salt Creek Br (Replace)	0800000714	08-44910	Riv-111-/1.4
2 CMSs, 13,550' Type I RW	0814000173	08-0G780	Riv-215-8.43/38.5
Widen Newport Rd OC, Reconstruct IC	0800000301	08-0J440	Riv-215-17.7/19.3
Meth Deck/Joint Seals	0812000326	08-1C400	Riv-215-22.33/43.24

Job Description	PIN	Dist-EA	Co-Rte-PM
Widen Off-ramps IC (Br 56-761) Nuevo Rd, City of Perris	0800020423	08-0Q670	Riv-215-27.32/28.31
Add one mixed flow lane in each direction.	0800000116	08-0F162	Riv-215-28.1/15.5
Reconstruct Interchange (Cactus Ave)		08-0E760	Riv-215-35.2/36.6
Const Interim HOV Connectors	0800000715	08-44931	Riv-215-38.9/38.3
Replacement planting, irrigation and Booster Pump Installation	0800000604	08-33487	Riv-215-39.7/43
Scott Road (Replace)	0800000011	08-0A020	Riv-215-/15.4
Van Buren OC	0800000088	08-0E520	Riv-215-/33.4
Construct Shoulder / Retaining Wall	0800000467	08-0M200	Riv-371-68.2/73
MidCounty Parkway (MCP)	0800000125	08-0F320	Riv-999-/0
Riverside Maintenance Station-CNG	0813000153	08-1E110	Riv-5725-/
I-215 SB Conn to I-15 in Murrieta (15-R0.00/8.737 & 215-R8.944/R2)	0800020431	08-0F163	Riv--/
REPLACE EXISTING GUARDRAIL WITH CONCRETE BARRIER	0800001008	08-0N510	SB-15-0/2.4
Construct Grove Ave IC	0800000299	08-0J400	SBd-10-6.1/4.1
Cherry Ave OH (Widen) + 1 (Replace) + 5 RW	0800000744	08-46800	SBD-10-13.8/12.5
I-10/ Beech Ave IC	0800000288	08-0J120	SBd-10-14.6/13.7
Citrus Ave OC (Replace) +1	0800000745	08-46810	SBd-10-15.5/14.8
Cedar Ave OH (Widen) + Cedar Ave OC (Modify) + RW	0800000579	08-1A830	SBd-10-17.8/19.3
Reconstruct I-10/Pepper Ave IC	0800000646	08-40830	SBD-10-20.1/22
Widen Pepper Ave OC & Pepper Ave EB Onramp	0813000121	08-1E030	SBd-10-21.3/20.7
Drainage Facilities, MSE Wall and Changable Message Signs	0812000170	08-0R770	SBd-10-21.7/22.8
Bridge Rehab and Seismic Retrofit Br No. 54-0292G, -0292L and -0292R	0800020580	08-0Q910	SBd-10-23.8/23.83
Modify WB Ramps, Widen Tippecanoe Ave / Soundwall	0800020467	08-44812	SBd-10-25.3/27.3
Improve I-10 University Street IC	0814000079	08-1E710	SBd-10-31.6/31.9
Add HOV Lane in each Direction	0800000040	08-0C250	SBd-10-33.4/8.2
6th Street IC	0800000570	08-1A450	SBd-15-5.8/3.5
BASELINE ROAD NB +4	0800000789	08-49710	SBD-15-7.1/6.3
Duncan Canyon IC	0800000237	08-0H130	SBd-15-11.4/10.7

Job Description	PIN	Dist-EA	Co-Rte-PM
Realign and Reconfigure Connectors (Design/Build)	0800000366	08-0K710	SBd-15-14/16
Construct New Bridges and Retaining Walls + Widen Exist Bridges	0814000086	08-3555V	SBd-15-41.9/46
GATEWAY ENHANCEMENTS IN CITIES OF VICTORVILLE & BARSTOW	0800000622	08-35558	SBd-15-41.9/45.4
Desert Express High Speed Rail	0800020205	08-0P400	SBd-15-44.4/186.2
Mojave River Br + 4 (Widen 2, Replace 3) (TIF)	0800000621	08-35556	SBD-15-45.4/41.9
REPLACE TWO BRIDGES: Cenada Ditch & Wheaton Wash Bridges	0800000472	08-0M280	SBd-15-172.11/173.84
MOUNTAIN PASS Joint Point of Entry-Stage 2	0813000077	08-36851	SBd-15-177.3/181
Mountain Pass JPOE, Stage I	0800000628	08-36850	SBD-15-181.1/177.3
Ranchero Rd OC (New)	0800000613	08-34160	SBd-15-/30.4
CV Kane SRRA Upgrade (NB)	0800000229	08-0G840	SBd-15-/107.3
Halloran Wash Br (Rehab)	0800020192	08-0J930	SBd-15-/147.6
Install Type 60 Concrete Barriers	0812000032	08-0R220	SBd-18-8.29/17.7
Construct catwalks on 3 Bridges along Rte 18 sidehill viaducts	0812000055	08-0R260	SBd-18-11/17.9
Rte 18/395 - Construct Type 1 RW (15'H x 700'L)	0800020125	08-0Q120	SBd-18-99.45/100.9
Widen existing shoulder-Two box culverts, headwall	0800001025	08-0P390	SBd-18-101.5/115.9
Hathaway Creek (Deck and App Slabs Replace)	0800000608	08-33630	SBD-38-26.8/26.6
Santa Ana Rte 38 Seismic Retrofit	0812000072	08-0R340	SBd-38-/30.86
Fawnskin MS - Build a Sand House, Storage Bins, Wash Rack & Pave	0812000202	08-0R860	SBd-38-/
Replace Hoff Wash Br. (54-0889 L/R)	0800020481	08-0Q790	SBd-40-93.6/93.65
Rpl Haller(54-0891L/R), Rojo(54-0894L/R), Clipper Valley(54-0895L/R)	0813000176	08-0N56U	SBd-40-94.7/99.7
NEEDLES CVEF + 2	0800000629	08-36860	SBD-40-149/133
Replace bridge on Rte 40 near Essex Watson Wash Bridge (Br# 54-0805 L)	0800020102	08-0N550	SBd-40-/105.9
Barstow MS (UPGRADE): Remodel Office	0800020307	08-48640	SBD-40-/999

Job Description	PIN	Dist-EA	Co-Rte-PM
Rte 58/395 +3 (NEW) (TIF)	0800000616	08-34770	SBD-58-12.9/0
LENWOOD RD OH +1 (TIF)	0800000010	08-04351	SBD-58-33.1/22.4
Rpl Pipeline Ave OC + 2 Bridges	0800020358	08-0F030	SBd-60-0.8/2.9
Central Ave UC (Widen) + 2 RW	0800000064	08-0C870	SBd-60-/2.3
Paradise Maintenance Station (54M5724)	0812000223	08-0R960	SBd-62-15.1/15.1
COLORADO RIVER (REPL)	0800000637	08-37870	SBD-62-142.7/142.3
Oversight Permit Project. Widen Bridge#54-423, Interchange improvement	0800020047	08-0P760	SBd-66-21.18/21.51
Widen off-ramp on SB Grand Ave	0800020093	08-0N680	SBd-71-/1.62
Route 138 Widening, 4-Lanes, Bridges, & Constructing Retaining Walls	0800000609	08-3401U	SBd-138-2.3/15.2
Construct 3 CIP/PS wildlife crossings	0800020191	08-0Q300	SBd-138-17.1/19.2
Horsethief Creek Br (Rehab)	0800000324	08-0J850	SBd-138-/24.1
Widen to 6 Lanes / Tieback Wall	0800020362	08-0Q320	SBd-210-/30.2
Barton Rd OC (Replace) + RW/SW/Br Mtd Signs	0800000282	08-0J070	SBd-215-0.58/1.8
Reconstruct IC (Mt Vernon Ave- Washington St OC)	0800000490	08-0M630	SBd-215-1.2/3.1
Widen Highway to 4 Lanes With 2 Way Left Turn Lane	0800000144	08-0F630	SBd-395-3.9/19.3
Replace Joshua Wash Br + 2 SWs (12' x 760' & 14' x 2050')	0813000220	08-0F631	SBd-395-11.2/16.6
Realign 395 - Construct 4-lane Epwy (7 Br, 10 Sign Str, SW & RW)	0813000063	08-34042	SBd-395-19.3/48
San Bernardino Cluster St Maint Sta (Replace)		08-0L230	SBd--/5726
Los Angeles Aqueduct Widen	0900020058	09-35120	Iny-395-20.3/22.3
Construct 4-Lane Expressway - Olancho/Cartago (TIF)	0900000030	09-21340	Iny-395-30.8/41.8
Construct 3 MSE and 4 Concrete Retaining Structures	0914000003	09-36070	Mno-395-6.92/9.62
Crestview Maint Stn Truck Shed (L5705)	0912000043	09-35560	Mno-395-34.1/34.1
Green Lakes Pavement Rehab - RW and CMS	0900000129	09-34120	Mno-395-69.9/75.9

* The list of projects shown above is comprehensive but is not an exclusive list of projects.

3. Location:

The services shall be performed in support of the development and construction for projects located within the jurisdiction of Caltrans District 8 and District 9. Occasionally, it may become necessary for a project to extend into another Caltrans District line adjoining District 8 or District 9. In such instances, the project work shall not extend more than a 10-mile radius from the boundaries of Caltrans District 8 or District 9.

B. SCOPE OF WORK/DELIVERABLES

Typical duties performed by Consultant personnel will include, but not be limited to, the following:

- Ensure compliance with the construction contract requirements (as supplemented by shop drawings prepared by the Construction Contractor) including the verification of field dimensions, vertical and horizontal field control for structures.
- Review submittals including; shop drawings, product data, samples, test samples, quality control plans, work plans, material sources, test data, test results, and evaluation reports, as required by the contract and/or submitted by the Construction Contractor. These shop drawings may include, but are not limited to, stress sheets, anchor bolt layouts, shop details, overhead sign structures, fabrication and erection plans, demolition plans, equipment lists, cofferdams, falsework, temporary support systems, cast-in-drilled hole pile placement and mitigation, haul bridges, form-work, and for other temporary work and methods of construction the Construction Contractor proposes to use. Review Construction Contractor's submitted Requests for Information (RFIs) and recommend sound engineering solutions in a timely manner.
- Ensure compliance with applicable regulations controlling the work being inspected including the California Division of Occupational Safety and Health (Cal/OSHA), Storm Water Pollution Prevention Plans (SWPPP), and other applicable regulations.
- Maintain an awareness of safety and health requirements and enforce applicable regulations and contract provisions for the protection of the public and project personnel.
- Perform calculations (stress and deflection) of temporary structures as used in the construction of bridges (falsework, temporary shoring, working platforms, and temporary supports).
- Take samples and perform field-controlled tests of construction materials for quality assurance in accordance with the California Test Methods (CTMs) and/or the American Society for Testing Materials (ASTM) and/or the American Concrete Institute (ACI) procedures.

- Obtain and maintain certification with applicable CTMs, ASTMs and/or ACI procedures as required.
- Record and file necessary documents pertaining to construction progress including daily reports, monthly pay estimates, and job expenditures.
- Identify actual and potential problems associated with the construction project work and recommend sound engineering solutions in a timely manner.
- Assist in the preparation of change orders, contract pay estimates, and other documents, such as responses to Construction Contractor's claims, reports and letters related to the construction of large civil engineering projects.
- Prepare calculations, records, reports and correspondence related to project activities, change orders, and claims issues.
- Assist in the preparation of final as-built plans and reports.
- Perform Structure Constructability review for complex projects.

C. PERSONNEL AND PERFORMANCE REQUIREMENTS

1. All personnel shall be knowledgeable and comply with all applicable regulations, including but not limited to Local, Departmental, State [including Division of Occupational Safety and Health (Cal/OSHA)] and Federal [including Federal Highway Administration (FHWA) and Occupational Safety and Health Administration (OSHA)] regulations. Consultant personnel shall cooperate and consult with Caltrans officials during the course of the contract; and perform duties as may be required to ensure that construction is being performed in accordance with the construction contract documents.
 - a. The typical skills, abilities and knowledge base of the Consultant personnel shall include, but not be limited to the following:
 - i. Ability to obtain and maintain certification with applicable California Test Methods (CTMs), American Society of Testing Materials (ASTM), or American Concrete Institute (ACI) as required.
 - ii. Ability to perform calculations (stress and deflection) of temporary structures as used in the construction of bridges (falsework, temporary shoring, working platforms, and temporary supports). Knowledge and experience in design and/or construction of either temporary or permanent structures.
 - iii. Knowledge of stress analysis, strength, properties and uses of construction materials; mathematics as applied to civil engineering; methods, materials and equipment used in construction and maintenance of transportation structures, and engineering surveying.

iv. Ability to use and reference the following:

- Caltrans Falsework Manual.
- Caltrans Trenching and Shoring Manual.
- Caltrans Concrete Technology Manual.
- Bridge Construction Records and Procedures Manual.
- Caltrans Foundation Manual.
- Caltrans Prestress Manual.
- Caltrans Deck Construction Manual.

The manuals listed above are available at:

<http://www.dot.ca.gov/hq/esc/construction/manuals/index.htm>

- Caltrans Construction Manual is available at www.dot.ca.gov/hq/construc/constmanual/
- Caltrans Safety Manuals are available at www.dot.ca.gov/hq/opo/safety/safety_manual_toc.htm
- Caltrans Independent Assurance Manual Procedures for Accreditation of Laboratories and Qualification of Testers is available at http://dot.ca.gov/hq/esc/Translab/ormt/IA_reports/2005_IA_Manual.pdf

- vi. Must be proficient at a minimum in the use of Excel, MSWord, and other engineer-related computer programs and software.
- vii. Knowledge of the welding, testing, fabrication, erection, and application of protective coatings for structural steel.
- b. Consultant personnel must be physically fit, able and willing to work under the following situations:
- i. Work in various environments (office and field construction sites), which may require standing, sitting, or climbing for prolonged periods of time. Environment at construction sites may include loud noises, dust, chemicals, extreme weather conditions and sunlight. Weather conditions may include heat up to 120 degrees, cold as low as 15 degrees, strong winds, rain, sleet, or snow.
 - ii. Travel extensively, as required, by motor vehicle, crew boat, or commercial transportation.

- iii. Work in different shifts (day, night and graveyard shifts) as required. Working days include all days including Saturdays, Sundays, and holidays.
 - iv. Trained to use respirators.
 - v. Trained to work at heights using fall protection equipment.
 - c. The Consultant's personnel shall keep records and document the work as directed by the Caltrans Contract Manager.
2. The Consultant's appointed Consultant Contract Manager shall have a minimum of three (3) years as a Contract Manager for structure construction projects to coordinate the Consultant's operations with Caltrans. The Consultant Contract Manager shall be a licensed Civil Engineer in the State of California and shall be knowledgeable about all Caltrans policies and procedures. The Consultant Contract Manager shall be accessible to Caltrans at all times. The Consultant Contract Manager shall be an employee of the prime consultant.

The Consultant Contract Manager shall be responsible for all matters related to the Consultant's personnel and operations, including:

- a. Reviewing, monitoring, training and providing general direction.
- b. Assigning Consultant's personnel to projects/sites on an as-needed basis in coordination with the Caltrans Contract Manager.
- c. Administering personnel leave, subject to the Caltrans Contract Manager's concurrence.
- d. Overall supervision and management of Consultant's personnel of the Consultant Contract Manager's services.
- e. During the period of the contract, the Consultant Contract Manager will commit a significant portion of his/her professional efforts to the project. However, should the construction inspection work associated with the project change significantly, the Caltrans Contract Manager may determine the extent to which the Consultant Contract Manager's services are needed, and there by affect the amount of the Consultant Contract Manager's services that are required. The Consultant Contract Manager shall cooperate with Caltrans to effectively utilize Consultant's forces to satisfactorily complete the work. The Consultant Contract Manager, Caltrans Contract Manager, and Caltrans Functional Manager will cooperate and consult with each other as necessary for the efficient and effective assignment of Consultant's personnel.
- f. Providing the necessary technical and safety training necessary for work associated with the construction of bridges in various (urban, rural, marine, desert)

- environments. This includes, but is not limited to, confined spaces, deep foundations, elevated platforms and scaffolds.
- g. Monitor the health and safety of personnel working in a hazardous environment (blood lead levels).
 - h. Developing a Caltrans Laboratory Accreditation Manual (CLAM) as required by the Independent Assurance Manual.
3. Caltrans will provide the Consultant with at least two (2) working days advance notice if Consultant's personnel are no longer required for the work or if reassignment of personnel is required.
 4. Caltrans Functional Manager will have the responsibility of determining and evaluating the quality and quantity of work performed by the Consultant's employees. If at any time the level of performance of an employee of the Consultant is not satisfactory, Caltrans Contract Manager will notify the Consultant and the Consultant's employee shall be promptly released. Any replacement employee must receive prior written approval from the Caltrans Contract Manager before performing any work under the contract and must meet the required qualifications for the work being performed.
 5. The Consultant Contract Manager shall provide a replacement employee while an assigned employee is on an approved leave. The replacement employee shall meet or exceed the qualifications and experience level of the previously assigned employee. Caltrans Contract Manager's pre-approval is required prior to adding any replacement employee on the contract.
 6. The Consultant's typical work day(s), work shift(s), and regularly scheduled work week(s) shall include working in conjunction with all of the following:
 - Caltrans' construction inspection staff
 - Construction Contractor(s)
 - Fabricator(s)
 - Material supplier(s)

If ordered by Caltrans, overtime for the Consultant's employees will be required. However, all overtime worked must be pre-approved by Caltrans Functional Manager or Caltrans Contract Manager. The Consultant's operations may be restricted to specific hours during the week/weeks, which shall become the normal workday(s) for the Consultant's personnel. The regular work week may include the week day(s) Monday through Friday or any combination of regular week days (Monday through Friday) and weekend days (Saturday and Sunday).

7. It is anticipated that variations in the Caltrans' construction contract activities will occur. During the contract period, the Caltrans Functional Manager and/or Contract Manager may reassign a Consultant's employee from a project or an office with low activity to assist on another project or office with high activity. The Consultant Contract Manager will be notified at least two (2) working days prior to this reassignment.
8. All services required under the contract shall be performed in accordance with Caltrans' regulations, policies, procedures, manuals and standards, including compliance with the FHWA, Cal/OSHA requirements, and all other applicable laws, codes and regulations.
9. Resumes containing the qualifications and experience of the Consultant's personnel, which include existing, new, and replacement employees shall be submitted to the Caltrans Contract Manager for review and approval before assignment of any personnel on a construction project. The review may include an interview by the Caltrans Contract Manager, Functional Manager and/or the Area Construction Managers.
10. It is anticipated that the Consultant staff may be asked from time to time to attend certain special training recommended by Caltrans Functional Manager. On these occasions, with the approval of the Caltrans Contract Manager, Caltrans will compensate the Consultant for the training time only. All other costs or fees associated with the training, including but not limited to the travel time and any transportation costs, will be the Consultant's responsibility.
11. Consultant will make every effort to choose the most cost effective alternatives in all endeavors, including, but not limited to, staff assignments, overtime, travel, per-diem and any reimbursable Other Direct Cost items, without sacrificing quality is of paramount importance.

D. STANDARDS

Structural materials inspections shall be in accordance with the Office of Structural Materials Practices and Procedures Manual. Tunnels and other structures construction inspections shall be in accordance with the following manuals, reference materials and documents:

1. Office of Structural Materials Practices and Procedures Manual
(http://onramp.dot.ca.gov/hq/esc/mets/structure_materials/documents/OSMPP.pdf)
2. Bridge Construction Records and Procedures Manual
(http://onramp.dot.ca.gov/hq/oscnetsc_manuals/)
3. Caltrans Construction Manual (<http://www.dot.ca.gov/hq/construc/constmanual/>)
4. Caltrans Index of California Test Methods
(<http://www.dot.ca.gov/hq/esc/ctms/index.html>)

5. Caltrans 2006 and 2010 Standard Specifications
(http://www.dot.ca.gov/hq/esc/oe/construction_contract_standards/std_specs/2006_StdSpecs/2006_StdSpecs.pdf) and
(http://www.dot.ca.gov/hq/esc/oe/construction_contract_standards/std_specs/2010_StdSpecs/2010_StdSpecs.pdf)
6. 2006 and 2010 Standard Plans
(http://www.dot.ca.gov/hq/esc/oe/project_plans/highway_plans/stdplans_US-customary-units_06/viewable_pdf/2006-Std-Plns-for-Web.pdf) and
(http://www.dot.ca.gov/hq/esc/oe/project_plans/highway_plans/stdplans_US-customary-units_10/viewable_pdf/2010-Std-Plns-for-Web.pdf)
7. Caltrans Traffic Manual (<http://www.dot.ca.gov/hq/traffops/signtech/signdel/trafficmanual.htm>)
8. Caltrans Safety Manual (<http://www.dot.ca.gov/hq/opo/safety>)
9. Other applicable Caltrans manuals, policies, procedures and laws.
(<http://www.dot.ca.gov/manuals.htm>)
10. Other applicable Structure Construction manuals
<http://www.dot.ca.gov/hq/esc/construction/manuals/index.htm>.

The Caltrans' manuals, guidelines, standards and other reference documents, are dynamic documents. The Consultant is responsible to verify that the latest version or update is used. The Consultant is responsible for obtaining all necessary manuals, reference documents, and other materials.

Consultant is directed to the location and Internet site of the Caltrans' Publications and Distribution Center indicated below. Publications staff can be reached at (916) 263-0822 or by fax at (916) 263-0470.

California Department of Transportation
Publication Distribution Unit
1900 Royal Oaks drive
Sacramento, CA95815-3800

<http://Caltrans-opac.ca.gov/publicat.htm>

E. WORK BREAKDOWN STRUCTURE (WBS) CODES

The applicable WBS codes for the services are set forth below:

<u>WBS</u>	<u>Codes</u>
100.20	Project Management
275	Perform construction engineering and general contract administration of structures work
285	Prepare and Administrate contract change orders
290*	Resolve contract claims
295	Accept contract, prepare final construction estimate, and prepare final report

*Provide only engineering support. Caltrans has a separate contract for contract claim resolution services.

The most current version of the standard Caltrans' WBS is available on the Internet at: <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

F. EQUIPMENT REQUIREMENTS

1. Office Equipment and Supplies. The Consultant shall have adequate office equipment and supplies to complete the required work.
2. Field Equipment and Supplies. The Consultant shall have adequate field equipment and supplies to complete the required field engineering work. The equipment and supplies for each field construction personnel shall include, but is not limited to, the following:
 - a. A vehicle suitable for the work to be performed and terrain condition of the project sites. Vans without side windows shall not be used. Vehicles shall be fully equipped with all necessary tools, instruments, and supplies required for the efficient operation of a field engineer, including cellular phones. Each vehicle shall have an overhead flashing amber light, locking toolbox, fire extinguisher, and first aid kit.
 - b. Cellular phones shall be compatible with the current State cellular phone system.
 - c. Laptop computer(s) and camera.
 - d. Safety equipment including hard hat, hard-soled boots, eye protection, and an approved vest as appropriate for the requested field engineering work.
 - e. Survey equipment required to perform bridge construction surveying.
 - f. Additional safety equipment including fall protection and respirator.

G. AVAILABILITY AND WORK HOURS

1. Unless specified in each Task Order or notified otherwise by the Caltrans Contract Manager, the Consultant shall begin the required work within five (5) working days after receiving a fully executed Task Order. Once the work begins, the work shall be

prosecuted diligently until all required work has been completed to the satisfaction of the Caltrans Contract Manager.

2. The Consultant Contract Manager shall be accessible to the Caltrans Contract Manager at all times.
3. Unless otherwise specified in the Task Order or directed by the Caltrans Contract Manager, the normal workday includes all hours worked by the Caltrans Construction Contractor.
4. Overtime may be required. However, overtime shall be worked only when directed in writing by the Caltrans Contract Manager, Caltrans Functional Manager, Caltrans Resident Engineer, or specifically required by the Task Order.
5. The Caltrans Construction Contractor's operations may be restricted to specific hours during the week. These restricted hours shall become the normal workday for the Consultant's personnel.

H. SAFETY

In addition to the requirements specified elsewhere in the contract, the following shall apply:

1. The Consultant shall maintain an awareness of health and safety requirements and enforce applicable regulations and contract provisions for the protection of the public and project personnel.
2. The Consultant shall conform to all safety requirements for testing and storage of nuclear gauges.
3. The Consultant's personnel shall comply with all safety provisions of the Caltrans Safety and Traffic Manuals.
4. The Consultant shall provide, at no cost to Caltrans, all safety equipment. The Consultant's personnel shall wear white hard hats, hard-soled boots, eye protection, and approved safety vests at all times while working in the field. (Safety harness and respirators as required.)
5. The Consultant shall provide, at no cost to Caltrans, appropriate safety training for all Consultant's field personnel, including training required for working on water, near water, highways, and contaminated sites.
6. Fieldwork shall not be performed when conditions prevent a safe, efficient operation.

I. MATERIALS TO BE PROVIDED BY CALTRANS

Materials (if necessary and when available) that are furnished by Caltrans are:

1. Approved project plans and special provisions for the projects.
2. Existing documents, if any, that are applicable to the current project within the project limits.
3. State construction forms as necessary, including electronic or hardcopy (as specified by the Resident Engineer) daily diary forms.
4. State forms for recording test data in accordance with Caltrans' practices and procedures outlined in the Caltrans Index of California Test Methods.

J. WORK PRODUCT AND TASK ORDERS

Specific projects will be assigned by the Caltrans Contract Manager to the Consultant through Manager has the sole authority and responsibility to make amendments and revisions to the scope, schedule, cost or deliverables in a Task Order.

K. DELIVERABLES

Unless otherwise specified in the Task Order, the deliverables shall conform to the following:

1. The Consultant shall obtain written approval from Caltrans for any product (deliverable), if it forms a part of any Task Order issued by the Caltrans Contract Manager.
2. All reports, calculations and other applicable documents shall be prepared on Caltrans standardized forms. Necessary forms will be provided by Caltrans for Consultants' use.
3. Written documents shall be submitted in both hardcopy and electronic files in Caltrans approved format and shall conform to the requirements of Caltrans.
4. Consultant Daily Assistant Resident Engineer diaries and extra work diaries shall be delivered to the Caltrans Resident Engineer daily.
5. The Consultant personnel including Assistant Resident Engineers, Materials Testers, and Plant Field Engineers shall prepare daily diary reports of construction operations. Consultant Construction Office Engineers and Consultant Contract Claims Engineers shall prepare a brief report of daily office operations. The reports shall be prepared on Caltrans-provided forms and shall be prepared daily at the end of the day's work.
6. Construction contract progress payment quantity documents shall be delivered to the Caltrans Resident Engineer within five (5) working days after completion of the work or no later than the last working day preceding the 20th of each month.

7. Final payment quantity documents shall be delivered to the Caltrans Resident Engineer no later than five (5) working days after acceptance by the Caltrans of the completed construction project.
8. Field measurements, test data, and other documents as required by Caltrans procedures shall be recorded, maintained, and submitted as directed by the Caltrans Structures Representative/Caltrans Resident Engineer.
9. For each Task Order, a milestone submittal schedule shall be prepared by the Caltrans Contract Manager. Milestones may be changed by written agreement between the Caltrans Contract Manager and the Consultant Contract Manager. Prior to concluding such an agreement, the Caltrans Contract Manager will obtain the necessary internal Caltrans approvals.
10. The Consultant shall prepare and update each Task Order issued by the Caltrans Contract Manager showing a deliverables' schedule with the appropriate WBS code as well as other relevant data needed for Consultant's work control and Caltrans review of work status.
11. The Consultant shall maintain a separate set of project files for each Task Order issued by the Caltrans Contract Manager. These files shall be properly indexed and filed. If requested by the Caltrans Contract Manager, the Consultant shall provide copies of these files.

L. CONSULTANT REPORTS AND/OR MEETINGS

The Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the Caltrans Contract Manager to determine if the Consultant is performing to expectations and is on schedule, to provide communication of audit findings and to afford occasions for airing difficulties or any problems encountered so the remedies can be developed. Separate detail report shall be provided for each ongoing Task Order.

When applicable, progress reports shall indicate an estimated percentage of work completed and a corresponding estimate of budget spent for work deliverables. Estimate of work completion and budget spent shall be for the same time period.

1. The Consultant Contract Manager shall meet with the Caltrans Contract Manager as needed to discuss progress on the contract.
2. Progress reports shall include the total number of hours worked by the Consultant and subconsultants' personnel by use of the Department of Transportation's WBS level element(s).

The monthly project reports shall generate and deliver the information given below:

- a. Field Personnel Assignment Summary Task Order (TO) budget Status.

- b. Monthly Narrative report.
- c. Current Fiscal Year Monthly questionnaire.
- d. Task Order Billing report.
- e. Current Fiscal Year Monthly Cost for EAs.
- f. Area Construction Manager (ACM) graphic report for Capital outlay Task Order.
- g. Reports for maintenance Task Order & Summary.
- h. DBE utilization rate on monthly and cumulative basis.

M. CONFLICT OF INTEREST

1. The prime consultants, subconsultants and their subsidiaries thereof who may provide, has provided, or is currently providing design engineering services and/or construction engineering services under a contractual relationship with a construction contractor(s) on any Caltrans project listed in this Scope of Work, must disclose the contractual relationship, the dates and the nature of the services (either actually provided or potentially to be provided under the contract(s)).
2. The prime consultants, subconsultants and their subsidiaries are required to disclose in the SOQ and throughout the term of the awarded contract any design engineering services including claim services, lead project management services and construction engineering services provided to Caltrans and all consultant clients which either actually provided or potentially to be provided under that contract(s) on the projects listed in this SOW.
3. Throughout the contract term, the prime consultant will ensure that the consultant and its subconsultants will agree that, prior to providing any engineering services to any construction contractor on any of the Caltrans projects listed in this SOW, it will disclose all actual and potential business relationship and mitigation efforts, if any, to eliminate any conflicts of interest and will submit a written request, and seek Caltrans' consent to render those services.
4. The submitted documentation regarding conflicts of interest will be used for determining potential conflicts of interest; Caltrans will use this documentation to determine whether the consultant or subconsultant may work on specific projects. A conflict of interest may include a situation in which, during the term of the Contract, the Consultant or any subconsultants provide engineering services to a construction contractor who is awarded a contract with Caltrans on a project for which the Consultant or subconsultant is working on an assigned Task Order under this contract. In this situation, the Consultant must immediately notify the Caltrans Contract Manager regarding the conflict. The Caltrans Contract Manager will then terminate the Task Order involving the conflict of interest and Caltrans may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Caltrans Contract Manager is grounds for termination of the contract for default pursuant to Exhibit D, Section III of the

awarded Contract. The Consultant and its subconsultants have not, currently do not and will not provide design engineering services including lead project management services and claim services on the same Caltrans project(s) identified in this SOW.

5. All construction management deliverables including construction inspection produced by the Consultant and its subconsultants shall be free of any actual or potential conflict of interest and shall be subject to the approval and acceptance by the Caltrans Contract Manager.
6. In the event of non-acceptance due to discovery of conflict of interest, the Consultant shall provide replacement deliverables free of any conflict of interest as a prerequisite for receipt of payment and at no additional cost to Caltrans. In the event the Consultant is unable to provide replacement deliverables, the Consultant shall not receive compensation for the deliverables containing the conflict of interest. If work is later determined to contain a conflict of interest, either the Consultant shall reimburse Caltrans for any amount paid for the conflicted work or Caltrans may deduct that payment from any current or future amounts owed to the Consultant. Failure by the Consultant to disclose any conflict of interest to the Caltrans Contract Manager is grounds for termination of the contract for default pursuant to Exhibit D, Section III, of the awarded contract.

Some examples of conflict of interest are:

- Provide design engineering services and Construction Management/Inspection services for the same project listed in this SOW.
- Provide roadway inspection services and any Construction Management services for the construction contractor and/or Caltrans on the same project.